

The property owner/applicant concurs with the proposed changes to the amendment and has no objection to the Stipulated Settlement Agreement.

Pursuant to Chapter 163, Part II, Florida Statutes, the Board must enter into a Stipulated Settlement Agreement with DCA that reflects the proposed changes to the adopted amendment. This must be done in a public hearing.

If the Board approves the Stipulated Settlement Agreement, then the County has 60 days to hold a second public hearing to adopt the changes to the amendment as provided for in the Stipulated Settlement Agreement.

If the Board does not approve the Stipulated Settlement Agreement, then the County must either rescind adoption of the amendment or proceed through an Administrative Hearing process.

Staff recommends the Board approve the Stipulated Settlement Agreement.

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

DEPARTMENT OF COMMUNITY AFFAIRS,

Petitioner,

v.

Case No. 10-10931GM

SUMTER COUNTY,

Respondent.

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs and Sumter County as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the State of Florida, Department of Community Affairs (DCA or Department), is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, Sumter County (Local Government) is a local government with the duty to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, the Local Government adopted Comprehensive Plan Amendment 10-1 by Ordinance No. 2010-17 on October 26, 2010 (“Plan Amendment”); and

WHEREAS, the Plan Amendment proposes to adopt a future land use map amendment changing 2,866 acres from Agriculture to Industrial; and

WHEREAS, the Department issued its Statement and Notice of Intent regarding the Amendment on December 22, 2010; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Plan Amendment is not in compliance because a large portion of the site is not suitable for industrial development; and

WHEREAS, pursuant to Section 163.3184(10), Florida Statutes, DCA has initiated the above-styled formal administrative proceeding challenging the Amendment; and

WHEREAS, the Local Government disputes the allegations of the Statement of Intent regarding the Amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this agreement, the following words and phrases shall have the following meanings:

- a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.
- b. Agreement: This stipulated settlement agreement.
- c. Comprehensive Plan Amendment or Plan Amendment: Comprehensive Plan Amendment 10-1 adopted by the Local Government by Ordinance 2010-17 on October 26, 2010.
- d. DOAH: The Florida Division of Administrative Hearings.
- e. In compliance or into compliance: The meaning set forth in Section 163.3184(1)(b), Florida Statutes.

f. Notice: The notice of intent issued by the Department to which was attached its statement of intent to find the plan amendment not in compliance.

g. Petition: The petition for administrative hearing and relief filed by the Department in this case.

h. Remedial Action: A remedial plan amendment, submission of support document or other action described in the statement of intent or this agreement as an action which must be completed to bring the plan amendment into compliance.

i. Remedial Plan Amendment: An amendment to the plan or support document, the need for which is identified in this agreement, including its exhibits, and which the local government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.

j. Statement of Intent: The statement of intent to find the Plan Amendment not in compliance issued by the Department in this case.

k. Support Document: The studies, inventory maps, surveys, data, inventories, listings or analyses used to develop and support the Plan Amendment or Remedial Plan Amendment.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the Plan Amendment is in compliance.

3. Negotiation of Agreement. The Department issued its Notice and Statement of Intent to find the Plan Amendment not in compliance, and filed the Petition in this case to that effect. Subsequent to the filing of the Petition the parties conferred and agreed to resolve the issues in the Petition, Notice and Statement of Intent through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

4. Dismissal. If the Local Government completes the Remedial Actions required by this Agreement, the Department will issue a cumulative Notice of Intent addressing both the Remedial Plan Amendment and the initial Plan Amendment subject to these proceedings. The Department will file the cumulative Notice of Intent with the DOAH. The Department will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

5. Description of Provisions not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the provisions not in compliance. Exhibit B contains Remedial Actions needed for compliance. Exhibits A and B are incorporated in this Agreement by this reference. This Agreement constitutes a stipulation that if the Remedial Actions are accomplished, the Plan Amendment will be in compliance.

6 Remedial Actions to be Considered for Adoption. The Local Government agrees to consider for adoption by formal action of its governing body all Remedial Actions described in Exhibit B no later than the time period provided for in this Agreement.

7 Adoption or Approval of Remedial Plan Amendments. Within 60 days after execution of this Agreement by the parties, the Local Government shall consider for adoption all Remedial Actions or Plan Amendments and amendments to the Support Documents. This may be done at a single adoption hearing. Within 10 working days after adoption of the Remedial Plan Amendment, the Local Government shall transmit 3 copies of the amendment to the Department as provided in Rule 9J-11.0131(3), Florida Administrative Code. The Local Government also shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the Remedial Plan Amendment and a copy to any party granted intervenor status in this proceeding. The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

8. Acknowledgment. All parties to this Agreement acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the Remedial Plan Amendment.

9. Review of Remedial Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Remedial Plan Amendments and Support Documents, the Department shall issue a Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted amendments in accordance with this Agreement.

a. In Compliance: If the adopted Remedial Actions satisfy this Agreement, the Department shall issue a cumulative Notice of Intent addressing both the Plan Amendment and the Remedial Plan Amendment as being in compliance. The Department shall file this cumulative notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the Remedial Actions do not satisfy this Agreement, the Department shall issue a Notice of Intent to find the Plan Amendment not in compliance and shall forward the notice to DOAH for consolidation with the pending proceeding.

10. Effect of Amendment. Adoption of any Remedial Plan Amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

11. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

12. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(e), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Local Government's charter or other regulations.

13. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

14. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

15. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

16. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the Local Government.

17. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes.

18. Retention of Right to Final Hearing. Both parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

19. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the

parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

20. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

21. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

22. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

23. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
J. Thomas Beck, Director
Division of Community Planning

Date

Approved as to form and legality:

Assistant General Counsel

Date

SUMTER COUNTY

By: _____
Don Burgess, Chair
County Commission

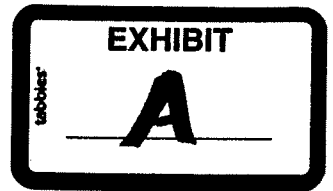
Date

Approved as to form and legal sufficiency:

County Attorney

Date

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS



IN RE: SUMTER COUNTY
COMPREHENSIVE PLAN AMENDMENT
10-1; AMENDING THE FUTURE LAND
USE MAP, THE FUTURE LAND USE
ELEMENT, AND THE
INTERGOVERNMENTAL COORDINATION
ELEMENT ADOPTED BY ORDINANCE
NO. 2010-17 ON OCTOBER 26, 2010

Docket No. 10-1-NOI-6001-(A)-(N)

STATEMENT OF INTENT TO FIND
COMPREHENSIVE PLAN AMENDMENT
NOT IN COMPLIANCE

The Florida Department of Community Affairs, pursuant to Section 163.3184(10), Florida Statutes (F.S.), and Rule 9J-11.012(6), Florida Administrative Code (F.A.C.), hereby issues this Statement of Intent to find the Sumter County Comprehensive Plan Amendments in DCA amendment package Number 10-1 ("Amendment") consisting of Future Land Use Element Policies 7.1.2.20(a) through (h), and the Monarch Industrial Park Future Land Use Map amendment adopted by Ordinance Number 2010-17 on October 26, 2010 not "in compliance" based upon the Objections, Recommendations, and Comments report issued by the Department on September 24, 2010, which hereby is incorporated by reference, and based upon the changes made by the County to the Amendments at adoption. The Department finds that the Amendment is not "in compliance", as defined in section 163.3184(1)(b), F.S., because it is not consistent with Chapter 163, Part II, F.S., Rule 9J-5, F.A.C., and the State Comprehensive Plan, Chapter 187, F.S., for the following reasons:

I. CONSISTENCY WITH CHAPTER 163, F.S., AND RULE 9J-5, F.A.C.:

A. Inconsistent Provisions The inconsistent provisions of the amendment under this subject heading are as follows:

1. Suitability: The adopted amendment re-designates 2,866 acres from the County's Agriculture designation (maximum density of one unit per ten acres) to Industrial. Site specific policies have been adopted establishing a maximum of 16,335,000 square feet of industrial development on the site.

A portion of the site is suitable for industrial development given its location at the confluence of major transportation modes. However, the entire site is not suitable for industrial use in light of the environmental constraints that exist. The site contains 54% or 1,572 acres of wetlands, some of which are connected to Lake Panasoffkee, an Outstanding Florida Waterway (OFW). Allowing 16,355,000 square feet of industrial uses to locate in these areas will increase runoff and introduce hazardous substances into the surface and underground waters of the area, including Lake Panasoffkee. Pursuant to 163.3177(6)(a), F.S., and Rule 9J-5.006(3)(b)1, F.A.C., the future land use plan must be coordinated with the environmental conditions of the site. The amendment has not been demonstrated to be consistent with this requirement of state law because allowing industrial use on a site like this will not ensure the protection of the wetlands and ground and surface waters. Policy 7.1.2.20(g) states that "once the extent of OFW wetlands on the site are determined those wetlands will be placed in a perpetual conservation easement". However, there are other wetlands on the site besides those directly connected to Lake Panasoffkee that also warrant protection.

Pursuant to Rule 9J-5.013(3)(b), F.A.C., “future land uses which are incompatible with the protection and conservation of wetlands and wetland functions shall be directed away from wetlands.” By choosing to place (at a date uncertain and through a process outside of the comprehensive plan) only the wetlands that are connected to the OFW in a conservation easement, the County does not direct incompatible land uses away from the wetlands on site as required. Furthermore, the amendment is inconsistent with the guidelines in the comprehensive plan for the selection of suitable sites for industrial use.

Future Land Use Element Policy 7.1.2.16 of the County’s comprehensive plan states that *industrial locations shall be provided along railroad corridors and the I-75 corridor (especially near interchanges) on sites that have no environmental constraints*. However, although the site is adjacent to a railroad corridor and I-75 it has significant environmental constraints which make portions unsuitable for industrial use.

Future Land Use Element Objective 7.1.10 states that *Sumter County shall preserve and conserve unique and environmentally sensitive lands and resources from development or development impacts*. By designating the entire site for industrial use the County is not conserving and protecting unique environmentally sensitive lands and resources from the impacts of development as contemplated by Objective 7.1.10 of the County’s comprehensive plan.

Sections 163.3161(3) and (5); 163.3177(2), (6)(a), (c), and (d), (8), and (10); 163.3187(2), F.S.; Rules 9J-5.005(2), (5), and (6); 9J-5.006(2)(b), (3)(b) 1 and 4, (3)(c)1 and 6; and 9J-5.013(1), (2)(c)6, and (3), F.A.C.

2. Transportation Facilities: The transportation analysis included with the amendment concludes that a number of roadways are currently failing. It also finds that because of the impacts associated with this amendment additional roads will fail in the five-year planning timeframe (2015) and the long term planning time frame (2020). The roadways which are currently failing include: I-75 from CR 48 to the Marion County line; the Florida Turnpike from I-75 to US 301; and US 301 from Jarrell Avenue to CR 472. With this amendment the roadways that are projected to fail by 2015 include: US 301 from SR 471 to CR 470 E; US 301 from CR 470 E to CR 514; and CR 470 from US 301 to CR 501. Also, with this amendment the roadways that are projected to fail by 2020 include: I-75 north of the Turnpike; US 301 from SR 471 to CR 470 E; the Turnpike from I-75 to US 301; US 301 from CR 470E to CR 44A and from CR 44A to SR 44. The Capital Improvements Schedule has not been updated to include the improvements needed to correct the roadway impacts of the amendment for the short term planning timeframe, the Future Transportation Map has not been updated to reflect the needed roadway improvements for the long term planning timeframe, and no strategies have been included in the plan to address the long term impacts.

To address transportation impacts, Policy 7.1.2.20(c) states that before any development can occur, the project must be approved as a Development of Regional Impact (DRI), “complying with all applicable financial feasibility and infrastructure requirements.” As adopted, the plan includes no specific provisions for the transportation facilities that will be needed to achieve and maintain the adopted level of service standards. Section 163.3177(6)(a), F.S., states that the comprehensive plan shall be based on the availability of public facilities and services, which include

transportation facilities. It is inconsistent with that requirement to defer the determination of the need and planning for improvements to a later process outside of the comprehensive plan. Not only is it possible that the DRI program will cease to exist in the future, but the DRI program only addresses regional impacts on regional facilities and does not address the Chapter 163 requirement that levels of service standards for roadways included in the Sumter County Future Transportation Map be achieved and maintained.

Sections 163.3177(2) and (3), (6)(a), (b) and (j), (8) and (10); and 163.3180(10), F.S.; Rules 9J-5.005(2) and (5)(a); 9J-5.006(2)(a) and (3)(b)1 and (3)(c)3; 9J-5.016(1)(a); 9J-5.016(2)(b, c, and f); 9J-5.016(4)(a)1 and 2; 9J-5.019(3)(f, g, and h), and (4)(b)1 and 2 and (5), F.A.C.

B. Recommended Remedial Action: The above inconsistencies may be remedied by taking the following actions:

1. Suitability: As indicated earlier, portions of the site may be suitable for the industrial land use designation. However, given the environmental constraints that exist on other portions of the site, the Department recommends the following options:

1) Rescind the amendment.

2) Alternatively, the County may identify the most suitable portion of the site in the vicinity of existing infrastructure where development will have the least impact on natural resources and cluster industrial development to that portion of the site.

Designate the remainder of the site as Conservation.

3) As a third option, the County may identify the most suitable portion of the site in the vicinity of existing infrastructure where development will have the least impact on

natural resources and cluster industrial development to that portion of the site while retaining the Agriculture designation on the remainder of the site.

2. Transportation Facilities: The amendment must address the roadway deficiencies identified above so that transportation level of service standards will be achieved and maintained. Strategies and improvements needed to address roadway deficiencies in the short and long term should be coordinated with FDOT and the Lake-Sumter MPO. Improvements needed in the next five years must be included in the Sumter County Schedule of Capital Improvements. Strategies and improvements needed to address long term needs must be included in the Transportation Element and reflected on the Future Transportation Map.

II. CONSISTENCY WITH THE STATE COMPREHENSIVE PLAN

- A. Inconsistent provisions. The Amendment is inconsistent with the following State Comprehensive Plan goal and policies set forth in Section 187.201, Florida Statutes:

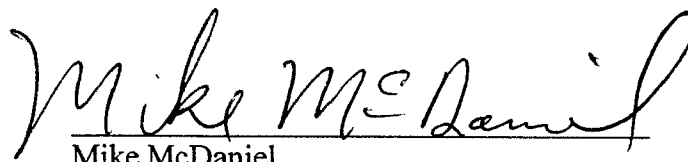
- a. Water Resources, Goal (7)(b) 2, 8, 9, and 10, because of compliance issue number 1 above;
- b. Natural Systems and Recreational Lands, Goal (9)(a), (b) 1, 7, and 10, because of compliance issue number 1 above;
- c. Land Use, Goal (15)(a) and Policy (b) 1, 2, 4, and 6, because of compliance issue number 1 and 2 above; and
- d. Plan Implementation Goal (25)(a) and Policies (b)5, and 8, because of compliance issue number 1 and 2 above.

- B. Recommended Remedial Action. These inconsistencies may be remedied by revising the Amendment as described above in Section I above.

CONCLUSIONS

1. The Amendment is not consistent with the State Comprehensive Plan;
2. The Amendment is not consistent with Chapter 9J-5, F.A.C.;
3. The Amendment is not consistent with the requirements of Chapter 163, Part II, F.S.;
4. The Amendment is not "in compliance," as defined in section 163.3184(1)(b) F.S.; and
5. To bring the Amendment into compliance, the County may complete the recommended remedial actions described above or adopt other remedial actions that eliminate the inconsistencies.

Executed this 22 day of December 2010, in Tallahassee, Florida.

A handwritten signature in black ink that reads "Mike McDaniel". The signature is written in a cursive, flowing style with a horizontal line underneath the name.

Mike McDaniel
Chief, Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

EXHIBIT B

PROPOSED TEXT AMENDMENT TO THE FUTURE LAND USE ELEMENT OF THE SUMTER COUNTY COMPREHENSIVE PLAN

Policy 7.1.2.19 – The Monarch Industrial Park (MIP) is located at the intersection of Interstate 75, the Florida Turnpike, State Road 44 and the CSX Railroad S-Line and development therein shall adhere to following standards:

- a. The MIP project is an Industrial Park that includes a functional integration of industrial, warehousing, manufacturing and supporting commercial and office uses. All uses allowed in the industrial zoning category shall be allowed in the MIP. Consistent with Policy 7.1.1.2(h) the MIP shall be implemented through PUD Planned Industrial zoning.
- b. The maximum industrial square footage within the amendment area shall not exceed 16,335,000 square feet of industrial uses, which equates to approximately a .25 FAR on the Net Buildable Acreage within the amendment area. For purposes of this Policy, Net Buildable Acreage shall mean total gross acreage less those wetlands on-site qualifying as jurisdictional wetlands as determined by the applicable regulatory review agency.
- c. Before any development can occur within the MIP, the proposed development must be processed and approved as a Development of Regional Impact (DRI), as defined in Chapter 380.06, Florida Statutes and Chapter 28-24, Florida Administrative Code, complying with all applicable financial feasibility and infrastructure requirements.
- d. Transportation.
 1. The MIP shall be developed in a manner to promote a transportation system, both on-site and off-site, consistent with the goals of providing mobility that is energy efficient includes green development principles and is financially feasible. The DRI for the MIP shall also identify the procedures for determining transportation needs, identifying funding mechanisms, the protection of transportation corridors and the monitoring of transportation impacts. The Lake-Sumter Metropolitan Planning Organization (MPO) 2035 Long Range Transportation Plan (LRTP) includes the potential transportation impact of the proposed MIP and includes potential transportation improvements, mitigation and policy options to address the transportation impacts of the MIP. Before any development can occur in the MIP the County shall adopt EAR-Based amendments (Due June 2012) including the portions of the Lake-Sumter MPO 2035 LRTP appropriate for the County's Transportation Element.
 2. The MIP shall implement the concept of transportation mobility in all aspects of the transportation network design. This emphasis is

EXHIBIT B

consistent with the concepts of reduced energy requirements, reduced greenhouse emissions and reduced transportation facility expenditures. The MIP shall promote transportation efficiency, including reduced vehicles miles, promote walking by providing safe, appealing and comfortable street environments. All development within the MIP shall implement these design concepts.

3. For off-site transportation improvements, if a development needs to pay proportionate fair-share or proportionate share toward a needed improvement to meet concurrency and the remainder of that improvement's cost is not programmed for funding in either the 5 year Capital Improvements Element or the 10-year Concurrency Management System, then the sum of those proportionate share dollars shall be directed to improve specific facilities (pipe-lining) on a priority basis as determined by the county, except as it relates to the FDOT Strategic Intermodal System (SIS) facilities wherein FDOT will determine how funds will be directed. The County will consult and coordinate with all impacted roadway maintaining agencies (including FDOT and the Cities) regarding priorities on other than SIS facilities. The development will be approved if an agreement is executed on how the funds will be directed. The county reserves the right to condition the approval of development on the availability of funding for all necessary infrastructure to support and provide capacity for the proposed development. In the event the developer is responsible for off-site impacts, off-site county roads constructed by the developer with proportionate share dollars may be eligible for transportation impact fee and/or mobility fee credits. However, any said credit shall not exceed the amount of impact fee and/or mobility fees actually generated by the development.

e. Wetlands

1. Proposed activities within the MIP shall be planned to avoid adverse impacts to wetlands and the required buffers as described in Policies 3.1.4 – 3.1.4.13. Land uses which are incompatible with protection and conservation of wetlands shall be directed away from wetlands. However, it is recognized that development of this project may result in the loss of some wetlands. If these wetland impacts cannot be avoided, the developer shall impact only those wetlands which determined through applicable regulatory review to be of low ecological significance to the overall integrity of the larger wetland regime. Impacted wetlands shall be evaluated through the applicable federal, state and county regulatory review, with the goal of avoiding wetland impacts to the fullest extent practicable. Where land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetlands function, so as to ensure that there is no overall net loss in wetland function and value. In cases where the alteration of the buffer is determined to be unavoidable, appropriate mitigation shall be required. It is also recognized

EXHIBIT B

that impacted or isolated wetlands may be enhanced or restored as part of water resource development or an approved alternative water supply project.

2. Monarch Protection Area. The area designated as the Monarch Protection Area, which includes wetlands, associated fully isolated uplands and a 50-foot peripheral upland buffer, will be preserved in perpetuity by a conservation easement consistent with Florida statutes, to be recorded at the appropriate stage of the development review and/or permitting process, as determined by the County. The conservation easement will be granted to Sumter County and/or Southwest Florida Water Management District (SWFWMD), Department of the Army, Corps of Engineers (ACOE), Florida Fish and Wildlife Conservation Commission (FWC), or other similar agency, in a manner that also allows the subject property to continue to be used for mitigation purposes. The Monarch Protection Area is depicted in Map 7-19. This area may be revised through review of the extent of wetlands within this area determined by the appropriate state and federal agencies.

Within those portions of the Monarch Protection Area which border the Florida Turnpike and/or Interstate 75, the County will allow the placement of cell towers, billboards, or other similar structures, pursuant to applicable federal, state and local regulations. These uses shall be located in uplands whenever possible. Any wetland impacts resulting from the placement of such structures will be mitigated in accordance with applicable agency regulations. Land uses within the Monarch Protection Area will be limited to agriculture, hunting, fishing, and other passive recreational uses, except for placement of the structures noted above. Intensive row crop or other fertilizer intensive agricultural uses shall not be allowed in the Monarch Protection Area.

f. A phase I cultural resource assessment survey shall occur prior to initiating any project related land clearing or ground disturbing activities that are not agriculturally related within the project area. The purpose of this survey will be to locate and assess the significance of any historic properties that may be present. The resultant survey report must conform to the specifications set forth in Chapter 1A-46, Florida Administrative Code, and be forwarded to the Division of Historical Resources for comment and recommendation in order to complete the process of reviewing the impact of the proposed project on historic resources. Should significant resources be present, additional archaeological testing may be necessary, and/or protection and preservation of significant sites may be required.

Policy 7.1.16.1. - Sector planning studies shall be required for all Developments of Regional Impact which include residential density above the established DRI threshold

EXHIBIT B

for Sumter County and for other areas as designated by the Board of County Commissioners. Such areas may include, but are not necessarily limited to highway corridors, interstate interchanges, areas of rapid growth or land use changes and areas of sensitive environmental resources. Upon completion of sector planning studies and adoption of a Sector Plan by the Board of County Commissioners, development within the Sector Plan area shall be pursuant to such adopted Sector Plan and the Comprehensive Plan.

EXHIBIT B

